



AMENDMENT

1. Parties
- | | |
|-------------------------------------|--|
| ACCELA | CUSTOMER |
| Accela, Inc. | Lexington-Fayette Urban County, KY |
| 2633 Camino Ramon, Suite 500 | Division of Engineering – Right of Way Section |
| Bishop Ranch 3 | 101 East Vine Street |
| San Ramon, California 94583 | Lexington, Kentucky 40507 |
| Attention: Contracts Administration | Attention: Kevin Wente |
| T: 925.659.3200 | T: 859-258-3436 |
| e-Mail: contractsadmin@accela.com | e-Mail: kwente@lexingtonky.gov |
2. Effective Date Provided that Customer signs and returns this Amendment (the "Amendment") to the Services and Subscription Agreement Between Lexington-Fayette Urban County, Kentucky ("CUSTOMER") and Accela, Inc. ("ACCELA") Dated September 30, 2015 ("Agreement") to Accela **no later than August 15, 2017**, this Amendment is effective as of the date of the last signature on this Amendment ("Effective Date").
3. Modification
- 3.1 The Quote Between ACCELA and CUSTOMER Dated June 5, 2017, attached to this Amendment as Exhibit A, is hereby incorporated into the Agreement. To the extent a term or condition in the Agreement conflicts with any term or condition in this Amendment, the term or condition contained in the Amendment shall prevail.
4. Terms and Conditions
- 4.1 Unless specifically amended, modified, or supplemented by this document, all terms and conditions of prior written agreements between the parties shall remain unchanged and in full force and effect. The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.
- 4.2 If any particular provision of this document is determined to be invalid or unenforceable, that determination shall not affect the other provisions which shall be construed in all respects as if the invalid or unenforceable provision were omitted.

Accela, Inc.
(ACCELA)

Lexington-Fayette Urban County, Kentucky
(CUSTOMER)

By: 
Signature
Jay Colfer
Print Name

By: 
Signature
Jim Gray
Print Name

Its: CRO
Title

Its: Mayor
Title

Dated: 8/3/17
Month, Day, Year

Dated: JUL 11 2017
Month, Day, Year

END OF DOCUMENT



June 5, 2017

Lexington-Fayette Urban County, KY
Division of Engineering
101 East Vine Street- Room 220

RE: Quote Number: **Q 13987-1** **Lexington-Fayette Urban County - ROW On-line Permitting**

Attached please find a quote for the products and services you requested.

Please refer to the Notes section for detailed information regarding this quote. It includes information on submitting a purchase order, payment terms, costs for on-site assistance, hardware, or other equipment, and requirements for developing a final Statement of Work.

If you have any questions regarding this estimate, please feel free to contact me at (407) 616-3450 or via e-mail at kfarmer@accela.com.

Regards,

Kristin Farmer
Account Manager
kfarmer@accela.com
Accela, Inc.



Lexington-Fayette Urban County, KY
Quote Number: Q-13987-1
Date: June 2, 2017
Valid Until: August 31, 2017

Citizen View

PART #	PRODUCT NAME	QTY	UNIT PRICE	EXTENDED	NET PRICE
SS70ACZVT04CI01	ROW Mgt-Citizen View 2.0 - Cities/Towns T04 P350-500K Includes On-line Permitting	1	USD 15,000.0000	USD 15,000.00	USD 15,000.00
	Subtotal				USD 15,000.00

Professional Services

PART #	PRODUCT NAME	QTY	UNIT PRICE	EXTENDED	NET PRICE
SV100SCASMGTM0 1	SMG Delivery - Sr. Consultant/Architect				USD 46,250.00
	Subtotal				USD 46,250.00

TOTAL: USD 61,250.00



Subscription Summary

Product	Quantity	Net Price
ROW Mgt-Citizen View 2.0 – Cities/Towns T04 P350-500K Init	1	USD 15,000.00
Subtotal		USD 15,000.00
TOTAL:		USD 15,000.00

Services Summary

Product	Quantity	Net Price
SMG Delivery - Sr. Consultant/Architect		USD 46,250.00
Subtotal		USD 46,250.00
TOTAL:		USD 46,250.00



NOTES:

This quote is valid until August 31, 2017. After this date, all prices are subject to change. This quote supersedes any previous written or verbal cost estimate for Subscription Services and is governed by the terms and conditions set forth in Services and Subscription Agreement No. 175-2015 for Accela right-of-way permitting products and services, which is attached hereto and incorporated herein by reference as if fully stated as Exhibit B. In the event of a conflict between these two documents, the terms of this SOW shall take precedence. In order to procure the above-mentioned Services, please sign below and submit a purchase order with the following information:

1. Signature of authorized personnel (if there is a signature line on the purchase order)
2. Estimate Number
3. Date

In order to expedite the processing of this Quote, please submit authorization via e-mail to contractsadmin@accela.com and also fax to the Attn. of Contracts Administration at (925) 407-2722. Please note that if faxing a purchase order, submit both front and back and send the original purchase order in the mail to Attn: Contracts Administration, Accela, Inc. 2633 Camino Ramon, Suite 500, Bishop Ranch 3, San Ramon, CA 94583.

Payment Terms: The initial Annual Subscription fees are due upon Accela's receipt of purchase order or signed agreement, whichever is earlier.

Professional Services fees are billable based upon mutually agreed terms and condition of the Statement of Work (SOW). Accela shall be entitled to reimbursement for reasonable expenses incurred in the performance of work for Customer. Accela shall submit a detailed monthly written report indicating work performed for Customer, and shall provide sufficient documentation for reimbursable expenses prior to payment. Travel time will be billed at the rate stated in the SOW. Billing terms for professional services, travel time and expenses are Net 30, unless otherwise agreed upon in the SOW.

If the Agency requires additional on-site assistance, a separate estimate and Statement of Work will be provided.

Annual Subscription fees do not include hardware or equipment. Please contact your selected hardware vendor for additional hardware or software costs.

Payment obligations hereunder are non-cancelable and any sums when paid shall be non-refundable. Agency will be responsible for payment or reimbursement to Accela, Inc. any and all federal, state, provincial and local taxes and duties that are applicable, except those based on Accela's net income.

Alternate Terms Disclaimed: The parties expressly disclaim any alternate terms and conditions accompanying



drafts and/or purchase orders issued by Customer.



EXHIBIT A

Statement of Work

Lexington-Fayette Urban County, KY
Division of Engineering - Right of Way Section
101 East Vine Street
Room 220
Lexington Kentucky United States
40507
June 5, 2017



Accela, Inc.
2633 Camino Ramon
Suite 120
San Ramon, CA 94583
Tel: 925-659-3200
Fax: 925-659-3201

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Overview

The following is an overview of the Statement of Work to be provided by Accela ROWM. The goal of this effort is to:

- Implement RoWM Online Permitting
- Implement RoWM Citizen's View

This Statement of Work ("SOW") sets forth a scope and definition of the consulting/professional services, work, and/or project (collectively, the "Services") to be provided by Accela Right of Way Management ("Accela ROWM").

Work Description

Accela ROWM will work with the appropriate agencies to analyze the existing dataset and business process. A new, integrated process will be delivered inclusive of any existing, legacy systems with the new Accela ROWM solution.

PROJECT SCHEDULE

The implementation of ROWM Online Permitting and Citizen's View is estimated to be four (4) months. Training of the Customer will occur within one (1) month after the implementation.

Due to the compressed nature of the project schedule, if a Customer-based delay puts the project on hold more than one (1) month, Accela ROWM reserves the right to terminate this SOW, and new terms will need to be negotiated. If a Customer-based delay puts the project on hold past the termination period, Accela ROWM reserves the right to terminate the contract upon seven (7) calendar days' notice to Customer.



Payment Terms

PAYMENT SCHEDULE

Professional Services fees will be billed 50% of total professional services upon contract signing. Remaining professional service fees will be billed upon completion of services. Billing terms for professional services, travel time and expenses are Net 30, subject to the above terms and conditions set forth in Payment Terms of this SOW. Payment obligations hereunder are non-cancelable and any sums when paid shall be non-refundable.

Progress Payments - \$46,250

Payment #1	\$23,125	50% Due upon contract signing
Payment #2	\$23,125	50% Due upon completion of services

CHANGE ORDER

This SOW is predicated on the timely completion of project milestones. Should Accela fail to complete any milestones or deliver any products and services listed herein due to an unforeseeable event or circumstance beyond the reasonable control of Accela ROWM, which results in additional time and expense incurred by Accela ROWM, in excess of the hours provided for in this document, the occurrence of which shall be documented in writing, Accela ROWM will produce a change order for additional hours in support of the scope and deliverables contained herein. Any change order will need to be approved by all involved parties in writing. Change orders will need to be approved within three business days of delivery to avoid a halt of work on the engagement.



General Assumptions

- Customer and Accela will review their respective responsibilities before work begins to ensure that the engagement is a success and can be satisfactorily completed in the appropriate timeframe.
- Configurations and coding not specifically described in this document is the responsibility of the Customer.
- The Customer has committed to the involvement of key resources and subject matter experts for ongoing participation in all project activities as defined by this SOW.
- The Customer will provide access to subject matter experts and decision makers in a timely fashion.
- Any additional worked hours over the hours or scope stated in the SOW will require a change order.
- Accela ROWM is not responsible for unreasonable delay to the project timeline created by dependency on any Customer third party consultants. Timeline changes will result in a change order for extension of Accela ROWM project resources caused by the Customer's third party consultant actions (including availability) resulting in additional time or scope.
- Invoices are due net 30 of the invoice date.

ACCEPTANCE:

Accepted By:

Accela, Inc.

Accepted By:

[Signature]
Authorized Signature

[Signature]
Authorized Signature

Jay Colfer
Name - Type or Print

Jim Gray
Name - Type or Print

ORO
Title

Mayor
Title

7/3/17
Date

JUL 11 2017
Date

Appendix A follows

APPENDIX A: SPECIFIC SCOPING DETAILS AND ASSUMPTIONS

Deliverable 1: Accela RoWM will configure Citizen's View

- Work with the City to determine which Permits will be shared.
- Build custom filter to export data being shared.
- Configure timing for sharing data to Citizen's View.
- Build CV page and site for City.
- Create custom banner/logo/color scheme as required by the City.
- Work with the City to determine if any fields in standard bubble should be removed.
- Configure three filters for display.

Customer Responsibilities:

- Provide access to resources for decision making.
- Provide banner/logo/color schemes.
- Review standard bubble fields.
- Provide resources for testing purposes.
- Determine where on their City internet/intranet to embed Citizen's View.

Acceptance Criteria: The deliverable will be accepted when data is routinely displayed on Citizen's View.

Deliverable 2: Accela ROWM will implement RoWM Online Permitting:

- Configure online permits with types and subtypes used by the City.
- Build all custom fields from core system in Online Permitting.

- Configure document attachment types and custom types for Online Permitting.
- Design banner and landing page according to City colors/specifications.

Customer Responsibilities:

- Fully test process for online registration, approval, and data entry through to RoWM.
- Determine and provide requirements for page colors/verbiage/etc.

Acceptance Criteria: The deliverable will be accepted when applicants can register, apply for permits online and data transfers properly to core system for City review.